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Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form

Type of contract: 1 year <input checked="" type="checkbox"/> Multi-year <input type="checkbox"/> Single Event <input type="checkbox"/>		Purchasing Use Only Contract #:
<input type="checkbox"/> Submission Information	<input type="checkbox"/> Vendor Information	
Contact Name: DAN MORGAN Department: RCFR / E911 Project Title: MAINTENANCE AGREEMENT FOR HIGHER GROUND RECORDER Funding Account Number: 215-3801-522200-34 Contract amount: \$24,430.00 Contract Type: Goods () Services (X) Labor () Contract Action: New () Renewal (X) Change Order () Original Contract Number:	Vendor Name: DECA Address: 850 CHASTAIN CORNER Address: MARIETTA, GA 30066 Email: joyrhodes@deca-amr.com Phone #: 770-393-9056 x234 Contact: JOY RHODES Term of contract: JANUARY 2019 - DECEMBER 2019	
Finance Director Signature	Procurement Officer Signature	
I have reviewed the attached contract, and the amount is approved for processing.	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.	
Signature: <i>[Signature]</i> Date: 11-28-18	Signature: <i>[Signature]</i> Date: 11/26/18	

Summary:

Maintenance on equipment & software for the Radio/Phone recording system @ Rockdale County E911 center.

HigherGround Recorder and P25 API:

Maintenance Agreement: M07123-3 1/1/2019 through 12/31/2019

Includes: REMOTE SOFTWARE MAINTENANCE; HARDWARE MAINTENANCE; ON-SITE MAINTENANCE

Department Head/Elected Official Signature:

Date:

[Signature]

11/26/18

2018-524

Master

Post Warranty Services Agreement

This Master Post Warranty Services Agreement (the "Agreement") by and between AMR Business Products, Inc. DBA DECA, a Georgia corporation having its principal place of business at 850 Chastain Corner, Marietta, GA 30066, and Rockdale County ("Customer"), having its principal place of business at 2120 Farmer Rd., Conyers, GA 30012, is entered into as of the date last written below (the "Effective Date").

This Agreement consists of this signature page and the following attachments which are incorporated in this Agreement by this reference:

1. Master Post Warranty Services Agreement Terms and Conditions
2. EXHIBIT A: HigherGround Recording System Maintenance Agreement
3. EXHIBIT B: Summary of Equipment List and maintenance fee.

This Agreement is the complete agreement between the parties hereto concerning the software and hardware maintenance of the HigherGround recording system and replaces any prior or contemporaneous oral or written communications between the parties. In the event of conflict between the terms of this Agreement and the terms of an Exhibit, the terms of the Exhibit shall govern. This Agreement may only be modified by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.



Rockdale County

DECA

Authorized Signature

Osborn Nesbitt, Jr., Chairman

Type name & title

Authorized Signature

Joy Rhodes, President

Type name & title

Date

Date

ATTEST:

Jennifer O. Rutledge, County Clerk


 HigherGround
 Authorized Reseller

850 Chastain Corner

Marietta, GA 30066

770-393-9056

800-783-DECA

Approved as to form

M. Qader A. Balg, County Attorney

DEFINITIONS:

Customer – The person or company personnel who owns or uses the product.

Fault - any failure of the recording system to perform to its published specifications.

Corrective Action – 1) a replacement, modification or addition that brings the recording system into proper operation according to its published specifications; 2) a procedure or routine that when observed in the regular operation of the recording system, avoids the practical adverse effect of such fault.

Third Party Software – any computer file or executable program or sub-routine not provided as 1) part of the original system, 2) approved in writing by DECA, or 3) created by the system through its normal operation, including malicious viruses, worms and other malware.

Third Party Equipment – any internal or external hardware not provided as 1) part of the original system, 2) approved in writing by DECA.

Normal Wear and Tear – degradation of hardware due to time, normal operating environment and use.

Archive Media – electronic storage configured for long-term data retention including but not limited to: external hard drive, internal and external RAID, floppy disk, magneto-optical disk (i.e. CD, DVD), magnetic tape.

Acts of God – Any event, natural or unnatural beyond the control of mankind.

Warranty Period – One year from date of original installation and acceptance by customer

COVERED SERVICE:

Remote software maintenance and other covered services will be performed promptly as updates become available and at any time a recording system fault is reported. DECA will provide reasonable assistance to help Customer operate each new release.

Any hardware maintenance provided will be performed at any time during the hours from 8:30 a.m. to 5:00 p.m. on all days EXCEPT WEEKENDS AND HOLIDAYS unless the 24-hour on-site service applies.

Service required for failures which are not a result of normal wear and tear, or otherwise not covered by this agreement shall be furnished on a TIME AND MATERIALS basis.

DECA shall be responsible for using all reasonable diligence to correct any verifiable and reproducible fault of the recording system when reported to DECA in accordance with its standard reporting procedures. The corrective action when completed may be provided in the form of a "temporary fix" consisting of sufficient programming and operating instructions to effect the correction.

DECA shall maintain a trained staff capable of rendering the services set forth in this Agreement.

RESPONSIBILITY OF CUSTOMER:

CUSTOMER recognizes that computer equipment is vulnerable to misuse and neglect and agrees to maintain an environment conducive to computer equipment operation.

CUSTOMER recognizes the vulnerability of the recording system's operating system and associated software to infiltration of malicious software programs known as "viruses" or "worms". Customer agrees to bear sole responsibility for ensuring the recording system is protected against such infiltration, eradication of same, and any cost associated with recovering lost or damaged data.

CUSTOMER must be prepared to assist the technician by providing a complete and accurate description of the trouble symptoms over the phone, performing any routine front panel functions including removing and reapplying main power to the unit as instructed.

CUSTOMER has the responsibility to make the recording system accessible to the service representative via remote access for scheduled updates and maintenance at times acceptable to both parties. Remote access, as required by this Agreement, must be provided by Customer via TCP/IP connection or other method mutually acceptable to both parties.

LIMITATIONS ON CONTRACT SERVICE:

The Maintenance Agreement applies to the recording system and its integral components including peripheral equipment supplied by DECA at original installation or through subsequent authorized system upgrade or modification.

The Maintenance Agreement covers repairs and service required as a result of normal use and **DOES NOT COVER** service necessitated by damage incurred in accident, abuse, lightning, water damage, flood or other similar causes.

Third party software, including viruses and worms, third party equipment, telephone company line(s) problems, or any damage to or failure of the system caused by same WILL NOT be covered under this Maintenance Agreement.

NO COVERAGE is extended under this Agreement to batteries or other consumable supplies though specific manufacturers' warranties may apply.

NO COVERAGE is extended under this Agreement to archive media of any type including but not limited to magnetic tape, magneto-optical disk, external hard drive, or other removable media, whether provided as part of the original recording system or subsequently purchased from DECA, beyond replacement cost of the media. DECA IS NOT responsible for, and Customer agrees not to hold DECA liable for lost data. Any cost involved attempting to recover lost or damaged data will be the sole responsibility of Customer.

DECA's obligations under this paragraph do not extend to any claims arising from any modification not made by DECA or from the use or combination of the software provided by DECA with products provided by CUSTOMER or others.

TIME AND MATERIAL SERVICE:

Time and material service shall be provided when requested by customer for services not included under this contract and shall be furnished in accordance with the service requested.

An additional charge will be made for travel time, mileage and/or components used to effect repairs not otherwise covered by this Maintenance Agreement at the current labor and mileage rates and parts pricing.

Prior to commencing any work that is not covered by the Maintenance Agreement, DECA will submit a written estimate of the labor and material charges and obtain the written approval for such work by the Customer. Customer shall not be liable for any work performed without Customer's written approval.

INDEMNITY:

DECA shall indemnify and hold CUSTOMER harmless from any and all claims, suits, loss or damages which are made against CUSTOMER, CUSTOMER's employees or officers where such claims, suits or damages in any way arise out of or in connection with DECA's employee's, contractor's, subcontractor's or agent's presence on CUSTOMER's property or work performed on CUSTOMER's property when said claims, suits or damages arise out of the gross negligence or willful acts of DECA, their employees, contractors, subcontractors or agents.

LIMITATION OF LIABILITY:

To the extent permitted by Georgia Law, DECA shall not be liable for any loss or damage suffered by the CUSTOMER caused by "Acts of God" or from any other cause beyond the control of DECA, and CUSTOMER, by signing this Agreement, acknowledges and agrees to this provision.

EXCEPT AS PROVIDED HEREIN, DECA's MAXIMUM LIABILITY WILL BE LIMITED IN ANY EVENT TO ACTUAL, DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF DECA.

IN NO EVENT WILL DECA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF COMPUTER NETWORKS, SYSTEMS OR DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF DECA HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY.

ENTIRE AGREEMENT:

DECA has not made nor is CUSTOMER relying upon any representations other than those specifically set forth herein. Both parties concur that the entire Agreement between the parties is set forth herein. Additions, deletions or changes to this Agreement must be in writing and signed by DECA and CUSTOMER to become effective. This Agreement, additions, deletions or changes to this Agreement shall be null and void unless signed by an Officer of DECA.

SURVIVABILITY:

If any one or more of the provisions of this Agreement, or the application of such provisions to the CUSTOMER, DECA or any circumstances shall be held invalid, the remainder of this Agreement shall remain in full force and effect.

If for any reason this Agreement between CUSTOMER and DECA is terminated, abridged, canceled, breached or nullified, both parties agree that any license agreement, confidentiality or non-disclosure agreements executed between both parties shall remain in effect in perpetuity.

TERM AND TERMINATION:

The term of this Agreement shall commence on the Effective Date and continue unless terminated in accordance with this section. The term of service hereunder shall commence on the date set forth on the Exhibit B. The term shall continue for a period of one (1) year and may be renewed for successive one (1) year terms for each Equipment List under the terms of this Agreement upon customer submitting a renewal purchase order no later than thirty (30) days prior to the date of such renewal or unless at least thirty (30) days prior to the date of any such renewal either party provides notice to the other party of its intention not to renew:

- (i) a portion of the product listed on the Exhibit B
- (ii) this Agreement together with all equipment lists (Exhibit B)

ANTI-VIRUS SOFTWARE NOTICE

To prevent potential conflicts with other existing anti-virus programs which may be operating on your network, anti-virus software is not included with the recording system. However, because of the potential damage computer viruses can do, DECA strongly suggests the purchase of anti-virus protection to be installed and kept current on all recording system servers. There are several anti-virus programs commercially available and we make no specific recommendation other than the program should include current updates. This should be discussed with your IT administrator.

Should your recording system become infected with a computer virus, it will be your responsibility to eradicate the virus before DECA performs any further maintenance which may be required.

If requested, DECA will assist in the removal of a virus infection during normal business hours only at standard time-and-materials rates.

MICROSOFT OS UPDATE NOTICE

Windows updates and security patches are performed by DECA technical personnel only if required to correct an otherwise warrantable defect. Routine Windows updates and security patches are not managed by HigherGround nor DECA as some require a hard reboot or other front-panel user intervention and may potentially involve some amount of downtime. All bona fide Microsoft released Windows patches and updates are approved for the respective operating system running on each recording chassis, however, it is up to the customer's IT personnel to manage these. It is recommended that updates be set to automatically download but be manually installed. This should be discussed with your IT administrator.

If requested, DECA will assist in performing OS updates and security patches during normal business hours only at standard time-and-materials rates.

LIGHTNING / WATER DAMAGE NOTICE

Lightning and water damage are not covered under the maintenance agreement. It is highly probable that the full extent of the damage could never be accurately determined as dormant issues may not show up for months even though the system may appear to be working after sustaining lightning or water damage. As such, DECA will not continue to cover the system against future service issues.

Lightning can enter a system through any external connection including power, network, data or audio.

It is generally our recommendation, whenever a system experiences lightning or water damage, that the system be replaced in its entirety.

**EXHIBIT A
HIGHERGROUND RECORDING SYSTEM
MAINTENANCE AGREEMENT**

COMPANY:
Rockdale County
E911 Communication Center

EQUIPMENT LOCATION AND PRICING:
PER EXHIBIT B

DECA agrees to maintain the HigherGround recording system during the term of this Maintenance Agreement by furnishing service accepted by Customer as indicated below:

TIER III Includes:

REMOTE SOFTWARE MAINTENANCE:

1. 24-hour remote monitoring of system performance and fault notification (*TCP/IP connection)
2. All labor required for remote updates (as they become available) of HigherGround software;
3. All labor required for software maintenance and remote support;

HARDWARE MAINTENANCE:

Additionally includes:

1. All parts requiring replacement as a result of normal wear and tear;
2. Shipping charges to expedite replacement parts to the customer.

ON-SITE MAINTENANCE:

Additionally includes:

1. All labor required for repairs during normal business hours. In the case of an emergency of a down system, labor required after normal business hours will be included to restore the primary function of the system.
2. All travel time and mileage required to transport personnel and equipment for the performance of maintenance on recording system hardware during normal business hours or after hours in the case of an emergency of a down system.
3. On-Site service does not apply to peripheral equipment, including keyboard, monitor, mouse, UPS, cameras, microphones, or other easily replaceable external modules.

This agreement applies to the equipment listed on Exhibit B and its integral parts unless specifically designated as not covered.

***ALL EQUIPMENT MUST HAVE A VALID SERIAL NUMBER**

***NOTE:** Remote access, as required by this Agreement, may be provided by Customer via TCP/IP connection or other method mutually acceptable to both parties. If Customer desires automatic trouble reporting, daily status notification and / or 24-hour monitoring, this access must be dedicated.

Recording System Maintenance Agreement – EXHIBIT A

**EXHIBIT B
HIGHERGROUND RECORDING SYSTEM
MAINTENANCE AGREEMENT**

Location: E911 Communication Center, 2120 Farmer Road, Conyers, GA 30012

Maintenance Agreement: M07123-3 1/1/2019 through 12/31/2019 Cost: \$24,430.00

HigherGround Recorder and P25 API
(1) C120-000K-R5V7 s/n 135953
(1) Core-Comp4
(1) PCOS-2012
(2) HD-SATA-1TB
(6) HD-SATA-1tb
(1) SACH-E024A
(1) NG911-CORE
(20) NG911-SWRL
(1) REPL-0064
(16) P25-SWRL
(1) TRAD-MP25
(1) PCA20MON s/n HA027068
(1) CP-1325 s/n 2001768

NOTE: Remote access, as required by this Agreement, may be provided by Customer via TCP/IP connection or other method mutually acceptable to both parties. If Customer desires automatic trouble reporting, "I'm Alive" notification and / or 24-hour monitoring, this access must be dedicated.

Payment in-full for the services selected in Exhibit A must be arranged with DECA prior to performance of any covered service action. If a lapse in coverage occurs, DECA reserves the right to inspect the system to ensure proper working condition prior to final acceptance of the Maintenance Agreement. Additional charges may apply to correct any malfunction should a lapse in maintenance coverage occur.

Recording System Maintenance Agreement – EXHIBIT B

24-HOUR ON-SITE SERVICE PROCEDURE

DECA agrees to provide service to the covered voice logging equipment whether warrantable or non-warrantable at the customer's request for any PRIMARY FAILURE that may arise after normal business hours. A primary failure is a failure of the voice logging equipment to perform its primary function of recording. Normal response time is within 30 minutes, whether during normal business hours or not.

After business hours service will be limited to actions required to correct a primary failure to include complete replacement if necessary. All other service will be scheduled for normal business hours, 8:30 a.m. to 5:00 p.m. Monday through Friday as per Maintenance Agreement. Services performed during non-business hours for non-warrantable failures will be billed at overtime rates beginning from the technician's point of departure.

Trouble Response: The service technician, upon receiving the notification, will first attempt to correct the failure remotely. If it is determined that the primary failure cannot be rectified remotely, a technician will be dispatched to CUSTOMER's site. Response time will include drive time to DECA's repair facility for the technician to pick up any necessary equipment before going to CUSTOMER's site. In the event that it is determined that it would be impractical to attempt on-site repair after hours, or there is no reasonable expectation of restoring primary function, a technician will be dispatched at the earliest opportunity when a reasonable expectation of successful repair exists.

Recording System Maintenance Agreement - 24-hour Addendum